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NOTICE OF SALE
2011-CP-02-02808

BY VIRTUE of a Judgment granted in the case of:

Flagstar Bank, FSB v. Anthony N. Judy a/k/a Anthony Judy; Sarah Judy a/k/a Sarah M. Judy; Bank of America, National Association (successor to MBNA America Bank N.A. by merger), Civil Action No. 2011-CP-02-02808, I, the undersigned Master in Equity (or the designee of the Master in Equity), will sell on October 7, 2013, at 11:00 a.m., at the Aiken County Judicial Center, 109 Park Avenue, Aiken, SC, to the highest bidder:

All that parcel of land in City of North Augusta, Aiken County, State of South Carolina, as more fully described in Deed Book 2310, Page 61, ID# 006-10-10-004, being known and designated as all that certain piece, or lot of land with any improvements thereon situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, being known and designated as Lot 12, Block B Martintowne Subdivision, Section III, Phase I as shown on a Plat prepared by Baldwin & Cranston Associates, Inc. Recorded in Plat Book 8, Page 152, records of the RMC for Aiken County, South Carolina. Said lot together with the improvements thereon, is also shown on the survey plat made for Raul F. and Catalina M Leon by Joe L Grant, surveyor, Dated April 20, 1984, which said plat is made a part and parcel hereof by reference thereto and recorded in Misc. Book 384, Page 219, records of the RMC for Aiken County, South Carolina.

Subject to restrictive covenants recorded in Misc. Book 229, Page 208, records of the RMC Aiken County, South Carolina.

Subject to easements, restrictions, reservations, agreements and covenants of record, if any; current taxes, and to any state of facts that is apparent of that is accurate survey or inspections of the property hereby conveyed would disclose.

TMS No. 006-10.10-004

This being the same property conveyed to Anthony N. Judy by deed of Shana Lee Hay Schoen now Shana Schoen Hobbs dated April 29, 2003, and recorded May 7, 2003, in Book 2310 at Page 61.

PROPERTY ADDRESS: 1831 Robinson Drive, North Augusta, SC 29841

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity, at the time of the bid, five per cent (5%) of his bid, in cash or equivalent, as evidence of good faith, same to be applied to purchase price if compliance is made, but in the event compliance is not made, the deposit shall be forfeited and applied first to costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days from the conclusion of the bidding, then the Master in Equity may re-sell the property on the same terms and conditions on the same or some subsequent Sales Day, but at the risk of the defaulting bidder(s). A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale, and compliance with the bid may be made immediately. In the event an agent of the Plaintiff does not appear at the time of the sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or supplemental Order.

Purchaser to pay for documentary stamps on the Foreclosure Deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5.250%.

SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

This property may be subject to rights granted to a tenant pursuant to the Protecting Tenants at Foreclosure Act of 2009, Public Law 111-22, effective date May 20, 2009.


M. Anderson Griffith
Master in Equity, Aiken County

Aiken, South Carolina
August ____, 2013

FLEMING & WHITT, P. A.
Attorneys for Plaintiff